

Verilink Corporation
145 Baytech Drive
San Jose, California 95134
408/945-1199

ANSI T1.107-1988

VERILINK

November 19, 1987

American National Standards Institute
1430 Broadway
New York, NY 10018

TO WHOM IT MAY CONCERN:

Re: Patent Statement to ANSI for Proposed Draft American National Standard on Formats for the North American Digital Hierarchy

In compliance with the ANSI patent policy, Verilink will license its patent (see attachments) if it is essential to the implementation of the proposed standard. Such license will be made under reasonable terms and conditions that are demonstrably free of unfair discrimination.

Sincerely,

William J. Buckley
William J. Buckley
Assistant Vice President
Technology Development

RECEIVED

NOV 18 1987

ANSI - R&D CENTER

CC:
L. Belden
S. Taylor

WJB:cc

Verilink Corp.

american national standards institute, inc · 1430 broadway, new york, n.y. 10018 · (212) 868-1220

Cable: Standards, New York

International Telex: 424296 ANSI UI

STATEMENT OF PATENT HOLDER CONCERNING THE USE OF PATENTED
DEVICE OR DESIGN IN CONJUNCTION WITH AN AMERICAN NATIONAL STANDARD

Note: This form is to be used to record the statement of a patent holder whose patented device or design (pending or approved) may have to be used by a person or organization complying with an American National Standard. This statement is filed and retained pursuant to Section 7.4 of the American National Standards Institute Procedures for Management and Coordination of American National Standards.

1. Name of Patent Holder: Marc L. Schas, San Jose, Stephen C. Taylor,
San Mateo

Address: 145 Baytech Drive, San Jose, CA 95134

Telephone: 408/945-1100

Contact: William J. Buckley, Assistant Vice President Technology Development
(Name) (Title)

2. Number and Description of Patent(s) (use extra sheet if necessary)

Patent Number(s): 4,587,514

(Attach copy of patent application)

Description: Interface Method & Apparatus

List Claims Pertinent to Compliance with Standard: _____

All claims may be pertinent

Date of Expiration: May 6, 2003

Pending Approved (check one)

If Pending, indicate date of application: _____

If Patent Holder is a transferee of original claimant, attach the transfer agreement.

✓ 3. Name of Proposed ANSI Standard: Draft Proposed American National Standard

Digital Hierarchy Format Specification Section 5.8 and (see over)

List sections of standard to which patent claims relate: _____

Proposed American National Standard DS1 Carrier to Customer Installation Metallic Interface, Section 8.4 (only in relation to ZBTSI), and to ZBTSI as defined in the definitions.

To implement the DS1 Carrier to Customer Installation Metallic Interface Standard it is not mandatory that ZBTSI be utilized.

4. Terms and Conditions of License

Are there any licensees yes If so, how many one

Please attach a copy of license agreement, if any. The license
agreement is proprietary and we do not have permission of the other party to divulge. (Please
contact me)

Please check one of the following statements:

(a) A license shall be made available without compensation to applicants desiring to utilize the license for the purpose of implementing the standard or,

(check one)

(b) A license shall be made available to applicants under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

(c) An assurance of non-assertion will be filed with the Patent Office by the effective date of ANSI approval of the listed standard.

Signed:

(Name)

(Title)

Company:

Verilink Corporation

Date:

February 9, 1988



757 ROUTE 202/206
BRIDGEWATER, NEW JERSEY 08807
(908) 218-1600

BNSL T1.410-1992
(also BNSL T1.107b)

FAX: { 908-218-0804
908-704-0678

March 31, 1992

Mr. Alvin Lai
Standards Committee T1 Telecommunications
1200 G Street N.W.
Suite 500
Washington, DC 20005

RECEIVED

APR 06 1992

ECSA

DMSL T1.410-1992
(T1C0244)
and BNSL T1.107b

Dear Mr. Lai:

This letter is a follow-up to our recent conversation regarding ANSI Standard T1.410. Integrated Network Corporation (INC) is a patent holder in the area of 19.2 kbps digital data transmission. As we discussed, the T1.410 standard may encompass patent rights of INC. I understand T1.410 will include the standard footnote providing notice to this effect. I have attached a copy of an earlier letter to ANSI with regard to the companion standard titled, "Addendum T1.107b (Synchronous Digital Data)" drafted by the T1X1 Committee. INC believes the attached information will satisfy the requirements of the ANSI patent policy for these standards dealing with 19.2 kbps transmission.

Please feel free to contact me if there are any questions. I can be reached at (908) 218-1600.

Sincerely,

Frederick E. Weber
Assistant Vice President
Systems Engineering

FEW/mjz
attachment



INTEGRATED
NETWORK
CORPORATION

757 ROUTE 202/206
BRIDGEWATER, NEW JERSEY 08807
(908) 218-1600

ANSI T1.107b-1991
FAX { 908-218-0804
908-704-0678

May 20, 1991

ANSI
Standards Committee TI Telecommunications
5430 Grosvenor Lane, Suite 200
Bethesda, Maryland 20814

RE: Statement From Patent Holder

Dear Sirs:

Pursuant to ANSI's patent policy, Integrated Network Corporation (herein "INC") hereby submits its statement regarding the proposed adoption of an ANSI standard in Letter Ballot 250 that may encompass patent rights of INC. In particular, INC is the holder of United States Patent No. 4,862,480 issued August 29, 1989 for Digital Data Transmissions at the 19.2 KB/S Data Rate.

In conforming to the proposed ANSI standard titled "Addendum T1.107b (Synchronous Digital Data)", it appears that technology encompassing inventions covered by the above-identified patent of INC may be utilized. Thus, pursuant to ANSI's patent policy, INC hereby provides assurance that a license will be available to all applicants under reasonable terms and conditions that are demonstrably free of unfair discrimination.

INC will make a license available to such applicant in the form of the agreement submitted herewith (Attachment). The royalty rate will be determined in good faith, based upon the projection by INC of the potential sales of the Licensee. INC presently envisions that all such Licensees will pay a one-time, up-front royalty. At present six independent Licensees have signed onto agreements in this form. On an individual basis, INC would also consider a request of any Licensee for other royalty arrangements, provided no discrimination would occur with the present Licensees under the patent rights.

INC believes that this statement will satisfy the requirements of the ANSI patent policy and if there is any question on this matter, INC respectfully requests that the undersigned be contacted at (908) 231-8134 to discuss any outstanding issues.

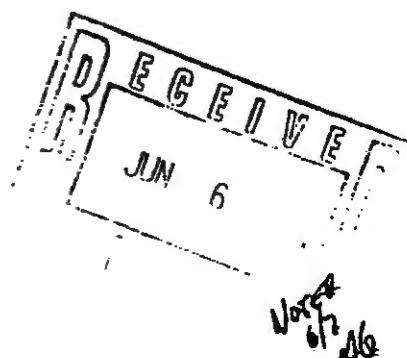
Very truly yours,

Integrated Network Corporation

By: Donald C. Bush

Donald C. Bush
Director Sales Operations

Attachment



NONEEXCLUSIVE LICENSE AGREEMENT

AGREEMENT made effective between Integrated Network Corporation, a New Jersey corporation (hereinafter called "INC") and a corporation (hereinafter the "Licensee").

WHEREAS, INC is the owner of United States Patent No. 4,862,480 issued August 29, 1989 (hereinafter the "Patent") relating to digital telecommunications systems (hereinafter the "Systems").

IT IS THEREFORE AGREED:

1. **License:** INC hereby grants to the Licensee a nonexclusive worldwide, paid up license to make use and sell telecommunication modules (hereafter the "Products", defined below) that are in the Systems under all claims of any of the Licensed Patents (defined below).
2. **Definitions:**
 - 2.1 "Products" shall mean any products, equipment, systems, devices, methods, or processes covered by any claim of any of the Licensed Patents.
 - 2.2 "Licensed Patents" shall mean any patent, owned or controlled by INC, which issues based upon the disclosure in the Patent or any continuation, or any divisional, or any reissue, or any reexamination certificate thereof, or any improvements thereto specifically relating to 19.2 Kbps digital telecommunications systems, first conceived or reduced to practice prior to January 1, 1990 by INC or its employees, and shall not include any other patents of INC.
3. **Documentation:** Promptly after execution of this Agreement and payment of the initial payment provided in paragraph 4 below, INC shall supply to Licensee sufficient documentation which would enable reasonably competent technical personnel to understand the principles of formatting data signals for transmission at 19.2 Kbps over existing communication facilities and to be compatible with INC-made equipment. Any additional information or training reasonably required by Licensee to implement 19.2 Kbps formatting will be provided by INC on an hourly charge basis of \$100.00 per hour. INC accepts no responsibility with respect to such information and disclaims any, and all, liability in connection therewith, except, however, INC represents and warrants that none of the information provided is owned by another so that use thereof by the Licensee would create a liability to a third party.
4. **Payment:** A one -time non-refundable, fully paid-up license charge of shall be paid by Licensee upon execution of this Agreement in consideration of the grant of the license and the documentation to be supplied.

5. **Grant Back:** At INC's option, Licensee will grant to INC a license under any Licensee's patents which are first conceived or reduced to practice prior to January 1, 1990, which are specifically related to 19.2 Kbps signal formatting (and shall not include any other patents of Licensee), under the same terms and conditions as the present license from INC to Licensee.
6. **Credit:** INC shall be given appropriate credit in Technical Practices for covered products, by footnote reference. Such references to INC shall be in the form consistent with other footnote references contained within the effected Technical Practices.
7. **Term:** This Agreement shall continue during the pendency of the Application and the full term of any Licensed Patents.
8. **Construction:** This Agreement embodies the entire understanding between the parties and shall be deemed to be a New Jersey contract subject to interpretation in accordance with the laws of the State of New Jersey.
9. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of INC and shall be binding upon the Licensee, it's successors and assigns. Licensee may not assign it's rights under this Agreement, unless such Assignment is in conjunction with the sale, merger, or transfer of substantially all of the assets of the business of the Company to which the license relates.

IN WITNESS WHEREOF, the parties with intent to be legally bound have executed this Agreement in duplicate (each copy deemed original) to be effective as of the date set forth above.

Date: _____

INTEGRATED NETWORK CORPORATION

Witness: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Witness: _____

Name: _____

Title: _____